

ASSOCIATION NO. 12974

MAR 6 - 1981 - 2 46 PM

INTERSTATE COMMERCE COMMISSION

February 23, 1981

No. 1-00000000

Date MAR 6 1981

Fee \$ 50.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Gentlemen:

I enclose herewith an original Note-Security Agreement and two (2) certified copies thereof together with a \$50.00 recordation fee for recording of the documents.

With respect to the transaction evidenced by the Note-Security Agreement, the following information is furnished:

(1) Debtor: - John H. Campbell and Claudette K. Campbell, 103 Bay Street, Gadsden, Alabama, 35901;

(2) Secured Party - Alabama City Bank of Gadsden, a corporation, 201 Wall Street, Gadsden, Alabama, 35904;

(3) The general description of the equipment in which the secured party holds a security interest is as follows:


"One (1) 100-ton Steel Covered Hopper Car  
manufactured by Marine Limited, Serial  
Number MILW101908";

(4) The original document should be returned to: Alabama City Bank of Gadsden, 201 Wall Street, Gadsden, Alabama, 35904, Attention: Mr. Charles C. Davis, President.

This letter of transmittal is executed by Patricia Osborne, an Executive officer of Alabama City Bank who has knowledge of the matters set forth herein.

ALABAMA CITY BANK OF GADSDEN,  
a corporation

By:

  
PATRICIA OSBORNE, Its Vice-President

RECEIVED  
MAR 6 2 46 PM '81  
I.C.C.  
OPERATIONS R.

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/8/81

OFFICE OF THE SECRETARY

Alabama City Bank of Gadsden  
201 Wall Street  
Gadsden, Alabama, 35904  
Atten: Charles C. Davis, Pres.

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/6/81 at 2:55pm, and assigned recordation number(s). 12974

Sincerely yours, .

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

MAR 6 - 1981 - 2 42 PM

OFFICER	ORIGINAL DEBT	
	AMOUNT	DATE
<i>Pat Campbell</i>		

# NOTE - SECURITY AGREEMENT AND DISCLOSURES REQUIRED BY FEDERAL LAW

NAME	JOHN H. CAMPBELL
S.S. NO.	
COMAKER S.S. NO.	CLAUDETTE K. CAMPBELL

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one), hereafter called "Borrower" promise to pay to the order of ALABAMA CITY BANK OF GADSDEN, hereinafter called "Bank",

THIRTY-FIVE THOUSAND & 00/100 Dollars (\$35,000.00)

which includes \_\_\_\_\_ precomputed interest unless this box ☒ is checked in which event said amount is payable together with interest on the unpaid balance from \_\_\_\_\_ date \_\_\_\_\_ until maturity at 14.25 % per annum, all of which Borrower promises to pay

in 7 consecutive quarterly installments of \$ 1,654.88 each, and one last installment of \$ 31,753.99, commencing on the 20th day of May 1981, with a like installment due on the 20th day of each 3rd month thereafter.

☐ This loan is unsecured. ☒ As security for the payment of the above evidenced indebtedness, Borrower has given Bank a mortgage on real property identified hereinbelow, and hereby grants Bank a security interest in the following described personal property together with any acccessions, additions, replacements, substitutions, or proceeds thereto of thereof, all of which are hereafter sometimes referred to collectively as "collateral", to wit:

- (a) Real estate more particularly described in that certain real estate mortgage of even date and like amount herewith given by Borrower to Bank; and  
(b) One (1) 100-ton Covered Steel Hopper Car, manufactured by Marine Limited, Serial Number MILW101908.

After-acquired property will be subject to such mortgage and security interest, and other or future indebtedness is secured by such mortgaged property and collateral.

INSURANCE STATEMENT: Bank requires no insurance other than (a) insurance against loss of or damage to the collateral and any real property mortgaged to Bank in connection herewith, hereafter "physical damage insurance"; and (b), if a premium therefor is stated hereinbelow, insurance insuring the Bank's lien on the collateral, hereafter "non-filing insurance." If such required insurance is obtained from or through Bank, the cost is the amount shown below. BORROWER MAY PROVIDE SUCH REQUIRED INSURANCE THROUGH EXISTING POLICY OR POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY HIM, AND BORROWER MAY CHOOSE THE PERSON THROUGH WHICH SUCH INSURANCE IS TO BE OBTAINED. Insurance for credit life, accident, health, disability or loss of income IS NOT REQUIRED by Bank, but may be obtained at the premium and for the term indicated immediately hereinbelow. Borrower voluntarily elects and authorizes Bank on Borrower's behalf to purchase the insurance checked under "Yes" hereinbelow and agrees to pay Bank the indicated premium therefor. Borrower does not want coverages for which the block under "No" is checked.

	Yes	No	Term
Credit Life Insurance \$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____ to _____
Term: <input type="checkbox"/> Decreasing <input type="checkbox"/> Level			
Credit Acc. & Health Ins. \$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____ to _____
Physical Damage Ins. \$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____ to _____
Non-Filing Insurance \$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____ to _____
Other \$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____ to _____

Date February 25, 1981 Borrower (X)

## 1. Amount Financed

\$35,000.00

Including Following Charges and Disbursements To:

AMOUNT

Ala. City Bank as Escrowee for Credit Life Ins.	\$ _____
Ala. City Bank as Escrowee for Acc. & Health Ins.	\$ _____
(Probate Judge) (Secretary of State) For Filing UCC-1	\$ _____
Ala. City Bank as Escrowee for Non-Filing Ins.	\$ _____
Credit Investigation	\$ _____
Attorney's Fees (poc)	\$ <u>175.00</u>
Recording Fee (poc)	\$ <u>108.50</u>
Borrower: Balance of Loan Proceeds	\$ _____
<u>Renew # 9059909</u>	\$ _____
	\$ _____
	\$ _____

The Nature Or Purpose Of This Loan Is:

purchase hopper car-Renewal

2. Prepaid Finance Charge \$ \_\_\_\_\_ 2.  
3. FINANCE CHARGE \$ 8,338.15 3  
(consisting solely of interest)  
4. Total of Payments (1 + 3) \$ 43,338.15 4  
5. ANNUAL PERCENTAGE RATE 14.25 % 5

The Provisions Appearing On The Reverse Side Of This Paper Constitute A Part Of This Note And Security Agreement. Borrower assents to all disbursements shown above and all terms on the front and reverse hereof and acknowledges receipt of a completely filled in duplicate copy hereof and of any real estate mortgage or other instrument referred to herein this 25 day of February, 1981.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

425 Brimcliff Rd.

ADDRESS

Gadsden, AL 35901

ADDRESS

ADDRESS

John H. Campbell

JOHN H. CAMPBELL

Claudette K. Campbell

CLAUDETTE K. CAMPBELL

## TERMS, COVENANTS AND CONDITIONS

The following terms and conditions apply to and are a part of the note and security agreement on the reverse side:

1. **SECURITY INTEREST SECURES ALL INDEBTEDNESS OF BORROWER TO BANK.** The collateral pledged hereunder shall stand as security for the payment of the indebtedness evidenced by this note, and of any other obligation of the Borrower to the Bank, or to any other holder of this note, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety or otherwise, whether or not in connection with others not parties to this note.
2. **AFTER-ACQUIRED AND ADDITIONAL COLLATERAL.** The Bank shall have a security interest in the collateral specifically described on the reverse side hereof, together with all accessions, additions, replacements, substitutions and proceeds thereof, now owned or hereafter acquired, and in all other property of the Borrower of any kind or description, tangible or intangible, now or at any time or times hereafter assigned, transferred, delivered to or left in or coming into the possession, control, or custody of the Bank by or for the account of the Borrower, whether expressly as collateral security or for any other purpose, including any dividends declared, or interest accruing thereon and proceeds thereof together with such additional security as Bank or such other holder of this note may demand, which the Borrower agrees to deposit should the above described collateral become less valuable or unsatisfactory to the Bank or said holder for any cause; and if such additional collateral should not be promptly given when demanded, this note and security agreement shall be deemed in default. Any indebtedness due from the Bank or holder hereof to the Borrower as maker, endorser or guarantor and any securities or other property of them or any of them in the possession of the Bank or holder may at all times be held and treated as collateral security for the payment of the obligations of Borrower, which rights are in addition to any right of setoff or counterclaim Bank or holder may otherwise have.
3. **BORROWER'S AND BANK'S DUTIES WITH RESPECT TO COLLATERAL.** The Borrower shall take all necessary steps to preserve rights against prior parties to instruments or chattel paper constituting the collateral and shall be responsible generally for its preservation, and shall be responsible generally for the preservation of all rights in any collateral pledged hereunder. Bank shall exercise reasonable care in the custody and preservation of the collateral and shall be deemed to have exercised reasonable care if it takes such action for that purpose as the Borrower shall reasonably request in writing, but no failure to comply with any such request and no omission to do any such act requested by the Borrower shall be deemed a failure to exercise reasonable care. The Bank may, at its option, whether or not the indebtedness under this note is due, demand, sue for at cost of Borrower, collect or make any compromise or settlement it deems desirable with reference to collateral held hereunder. The Bank shall not be bound to take any steps necessary to preserve any rights in the collateral against prior parties which the Borrower hereby assumes to do. No delays or omissions on the part of the Bank in exercising any rights hereunder shall operate as a waiver of such right or of any other right under this note and security agreement. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion or occasions.
4. **SURRENDER OR RELEASE OF COLLATERAL.** The Bank, may, at the request of or by agreement with any party hereto or any endorser or guarantor hereof, accept in exchange other and different security for the security described on the face of this note and security agreement, or for any part thereof, and may take additional security, all without consulting the others of us and without in any respect affecting our liability for the payment of this note or any other indebtedness to Bank. Bank may, at its sole discretion, release and deliver to any of us, or to any other person, firm or corporation, any and all of the collateral upon trust receipt or trust receipts, or otherwise, for the purpose of collection, sale, transfer or any other purpose not inconsistent with the provisions hereof, and such release and delivery may be made without notice by Bank to any of us, and such release shall in no way impair the rights of the Bank in and to such collateral, or the liability of any of us hereunder. The Bank may, in its sole discretion, surrender to any of us any or all such collateral, which surrender may be made without notice to the other signers hereof, and the surrender of any such collateral shall in no way impair or affect the rights of the Bank in and to any other security for this obligation, nor impair or affect the liability of any of us hereunder. If the Bank turns over to the Borrower or any of them any of the collateral for the purpose of sale, exchange, presentation, collection, renewal or registration of transfer, and if the Borrower or any of them should fail to accomplish such purpose within 21 days from the date the collateral is so received, the Borrower agrees to return the collateral not later than the expiration of such 21 days, but if such purpose is accomplished within the 21 days, the Borrower shall promptly turn over to the Bank all rights or proceeds received as a result thereof.
5. **BORROWER'S WARRANTIES AND COVENANTS.** The Borrower warrants and covenants that:
  - (a) The Collateral subject to this security agreement is owned unconditionally by Borrower and is free and clear of all liens and encumbrances, will be kept at Borrower's address shown herein, that Borrower will promptly notify Bank of any permanent change in the location of the collateral within the State of Alabama and the Borrower will not permanently remove the collateral from the State of Alabama without the written consent of the Bank;
  - (b) Borrower shall maintain insurance at all times with respect to collateral subject to this security agreement against risks of fire, including so called "extended coverage", theft and such other risks to which such collateral may be exposed as Bank may require, such insurance to contain such terms, and to be in such form and for such companies as may be satisfactory to Bank. Such insurance shall be payable to Bank and Borrower as their interests may appear. Borrower shall furnish Bank with certificates or other evidence satisfactory to Bank of compliance with the foregoing insurance requirements (which in most cases shall be the original policy involved), and Bank is hereby authorized to act as attorney for and on behalf of Borrower in obtaining, adjusting, settling, canceling and releasing such insurance or any claims in connection therewith and to endorse any check, draft, or commercial paper in connection therewith for and on behalf of the Borrower;
  - (c) Borrower will keep any collateral subject to this security agreement free from any adverse liens, security interest or encumbrances and in good condition and repair and will not cause or permit waste or destruction of the collateral or any part thereof. Borrower will not use the property in violation of any statute or ordinance, and Bank may enter to examine and inspect the collateral at any time and wherever located.
6. **BANK MAY DISCHARGE LIENS, ETC.** Bank may, at its option, discharge any taxes, liens, security interest or other encumbrances at any time placed or levied on the collateral subject to this security agreement, and may pay for the maintenance and preservation of the property, including any insurance premiums due thereon. Borrower agrees to reimburse Bank for any outlays made by it pursuant to this authorization, all of which such outlays shall be deemed a part of the indebtedness owing under this note and security agreement.
7. **EVENTS OF DEFAULT.** Borrower shall be in default under this agreement and the note which it secures upon the happening of any one or more of the following events or conditions:
  - (a) Failure to make, pay or perform any installment, payment, obligation, covenant or liability due hereunder or under any real estate mortgage securing this note as and when due;
  - (b) Any warranty, representation or statement made or furnished to Bank by or on behalf of Borrower proves to have been false in any material respect when made or furnished;
  - (c) Any event which results in the acceleration of the maturity of the indebtedness of Borrower to others under any note, agreement, or undertaking;
  - (d) Loss, theft, damage, destruction, sale or encumbrance to or of any of the property or collateral subject to this security agreement, or the making or occurrence of any levy, seizure, or attachment thereof or thereon;
  - (e) Death, dissolution, termination of existence, insolvency, business failure, appointment of receiver for any part of the property of the borrower, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Borrower or any guarantor or surety for the Borrower, or the issuance of a writ of garnishment or attachment against Borrower or the property of Borrower;
  - (f) If the Bank deems itself insecure, or, in the opinion of the Bank, the Borrower's financial or other condition becomes such that the repayment of this note or any installment thereof becomes doubtful;
  - (g) Failure of the Borrower promptly to furnish satisfactory additional collateral when demanded, or the failure of Borrower to pay when due any premium on any life or other insurance held as collateral hereunder.

Upon the occurrence of any one or more of such events of default and at any time thereafter, Bank may declare the entire unpaid balance of the indebtedness evidenced by this note due and payable at once. Notice of the exercise of such option is hereby waived, and no delay in the exercise of such option shall be construed as a waiver of such right, and such option may be exercised at any time during such default, and once default has occurred, Bank shall be under no obligation to receive any payments whatsoever from Borrower or any other party, but the receipt of any such payment by Bank shall not be deemed a waiver of any such default. Upon such default, Bank may, in addition to taking all proceedings available to it in law or equity and under any real estate mortgage securing this note, proceed to exercise any and all rights and remedies available to secured parties under the Uniform Commercial Code of Alabama. If the collateral subject to this security agreement is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, no notice of any sale by Bank shall be necessary. Otherwise, Bank will give Borrower reasonable notice of the time and place of any public sale of such collateral or of the time after which any private sale or other intended disposition is to be made, and Bank and Borrower hereby agree that the mailing of such notice by ordinary mail, postage prepaid, addressed to Borrower at his address first shown herein at least five days before the time of such sale or disposition shall constitute reasonable notice hereunder. Expenses of selling or the like shall include legal expenses of the Bank and a reasonable attorney's fee, not to exceed 15% of the debt, where the original amount financed exceeds \$300.00 and this note is after default referred to an attorney not a salaried employee of bank for collection or other enforcement proceedings.

8. **AGREEMENT OF BORROWER TO WAIVE EXEMPTIONS AND TO PAY BANK'S LEGAL EXPENSES.** Borrower hereby waives with respect to the indebtedness evidenced by this note all exemptions allowed by the Constitution or laws of any State as to personal property and hereby agrees to pay all costs that may be incurred by bank in collecting or securing, or attempting to collect or secure, the indebtedness evidenced by this note, including a reasonable attorney's fee, not to exceed 15% of the unpaid debt, where the original amount financed exceeds \$300.00 and this note is after default referred to an attorney not a salaried employee of bank for collection or other enforcement proceedings.

9. **CORPORATE STOCK AS COLLATERAL.** If any of the collateral subject to this security agreement is corporate stock and if said stock should depreciate in value more than 10% of its value at the time the same is pledged as collateral hereunder, then in addition to the other rights and remedies available to the Bank, the Bank may demand additional collateral satisfactory to it to be furnished, and should such additional collateral not be furnished within two days after demand therefor on the Borrower, Bank may proceed at once to sell such corporate stock and the net proceeds of such sale shall be applied to the indebtedness secured by such stock.

10. All obligations of the Borrower shall bind his heirs, executors or administrators, or his or its successors or assigns. If there is more than one Borrower, their obligations hereunder shall be joint and several, and if Borrower is a corporation, each undersigned officer represents and warrants as an individual that he is duly authorized to act on behalf of the corporation in the execution of this instrument.

## NOTICE

**Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.**

### GUARANTY OF PAYMENT

For value received, the undersigned (who if more than one shall be jointly and severally liable hereunder) hereby unconditionally guarantees the payment of the above and foregoing note and all extensions or renewals thereof and all expenses (including attorney's fees as provided herein) incurred in the collection thereof, the enforcement of rights under any security therefor and the enforcement hereof, and waives presentment, demand, notice of dishonor, protest and all other notices and actions otherwise necessary to hold him or them as guarantor or guarantors, and agrees that the holder of this notice may from time to time extend or renew said note for any period (whether or not longer than the original period of said note), and may from time to time and without notice surrender, release, compromise, substitute or exchange all or any part of the collateral or real property securing said note, all without notice to or consent of any of the undersigned and without affecting the liability of the undersigned hereunder. The undersigned further waives all rights of exemption under the Constitution and laws of any state and all other requirements necessary to hold them. The undersigned further agrees to pay all costs that may be incurred in the enforcement of this guaranty, including a reasonable attorney's fee to the extent the same is not prohibited by law.

**CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Address \_\_\_\_\_

(L.S.)

Address \_\_\_\_\_

(L.S.)

**SIGN EACH SHEET SEPARATELY**

STATE OF ALABAMA )


COUNTY OF ETOWAH )

On this 25<sup>th</sup> day of February, 1981, before me personally appeared JOHN H. CAMPBELL and wife, CLAUDETTE K. CAMPBELL, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Dona N. Fowler  
NOTARY PUBLIC

My Commission Expires: 1-9-83

I hereby certify that the foregoing is a true copy of the original document it purports to be in all respects, including the dates, signatures, and acknowledgement. I have compared this copy of the document with the original document and it is a true and correct copy in all respects.



NOTARY PUBLIC